

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
BOSTON DIVISION**

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In Re:	:	
RICHARD E. YUNKER	:	CASE NO. 20-10895 JEB
JULIA R. YUNKER	:	CHAPTER 13
DEBTORS	:	

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**STIPULATION CONCERNING RELIEF FROM STAY**

[Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto]

Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto (“Wells Fargo”) and Richard E. Yunker and Julia R. Yunker (“Debtors”) (collectively, the “parties”) enter into this Stipulation as of this 20<sup>th</sup> day of September, 2021 in order to resolve the issues raised in the Motion for Relief from Automatic Stay, Docket No. 131 (the “Relief Motion”).

**Background**

1. On March 30, 2020, the Debtors filed a voluntary petition under Chapter 13 of Title 11 of the Code with this Court.
2. The Debtors are the owners of one (1) 2016 Hyundai Santa-Fe, Vehicle Identification Number KM8SMDHF6GU133700 (hereinafter referred to as the "Motor Vehicle") which is subject to a security interest held by Wells Fargo.
3. The parties have reached an agreement with respect to the Motor Vehicle, the terms of which are set forth below:

**Agreement**

Based on the foregoing, upon approval of this Stipulation by the Court:

1. The Debtors acknowledge and agree that Wells Fargo is the holder of a valid perfected first in right purchase money security interest in the Motor Vehicle.
2. The Debtors further warrant and represents that the Collateral is necessary for an effective reorganization of this estate and for preserving assets of the estate.
3. The Debtors further acknowledge and agree that they are presently in default of their payment obligations to Wells Fargo under the terms and provisions of the Contract for failure to make the post-petition monthly payments due for September 15, 2020, through and including August 15, 2021 in the amount of \$6,722.37.
4. The Debtors hereby agree to cure the arrearages by making the following payments each month commencing on September 15, 2021 with the last payment being due February 15, 2022:

**Stipulation Payment Schedule**

<b>Payment Due Date</b>	<b>Monthly Payment Amount</b>	<b>Arrearage Amount</b>	<b>Total Monthly Payment</b>
September 15, 2021	\$573.68	\$1,120.40	\$1,694.08
October 15, 2021	\$573.68	\$1,120.40	\$1,694.08
November 15, 2021	\$573.68	\$1,120.40	\$1,694.08
December 15, 2021	\$573.68	\$1,120.40	\$1,694.08
January 15, 2022	\$573.68	\$1,120.40	\$1,694.08
February 15, 2022	\$573.68	\$1,120.37	\$1,694.05

5. Commencing on March 15, 2022, and monthly thereafter, the Debtors shall make the regular monthly post-petition payments of \$573.68 in accordance with the terms and conditions of the contract.

6. All payments made pursuant to this Stipulation must be made directly to Wells Fargo.

7. The Debtors shall maintain all necessary policies of insurance in accordance with the terms set forth in the Contract.

8. **IN THE EVENT THE DEBTORS FAIL TO MAKE THE PAYMENTS AS DESCRIBED IN PARAGRAPH 4 HEREIN AND/OR FAILS TO MAINTAIN ADEQUATE INSURANCE COVERAGE, WELLS FARGO, OR ITS ATTORNEYS MAY FILE A CERTIFICATE OF NON-COMPLIANCE WITH A PROPOSED ORDER TO BE SIGNED BY THIS COURT WITH A COPY PROVIDED TO THE DEBTORS' COUNSEL VIA ELECTRONIC MAIL. THE DEBTORS SHALL HAVE SEVEN (7) DAYS FROM THE DATE OF THE FILING OF THE CERTIFICATE OF NON-COMPLIANCE WITHIN WHICH TO CURE ANY ALLEGED PAYMENT DEFAULT OR TO CONTEST THE ALLEGATIONS CONTAINED IN SAID CERTIFICATE. AFTER 7 DAYS, THE COURT MAY EXECUTE AN ORDER TERMINATING THE AUTOMATIC STAY IMPOSED BY SECTION 362(A) OF THE CODE RELATIVE TO THE MOTOR VEHICLE.**

9. The Parties further acknowledge and agree that the terms of this stipulation shall be null and void if the case is converted or dismissed.

10. So long as the Debtors are following the terms and provisions of this Stipulation and Contract, Wells Fargo hereby acknowledges that its interests in the Motor Vehicle are adequately protected as envisioned under 11 U.S.C. § 361.

11. The Parties stipulate, acknowledge and agree that nothing contained herein shall constitute a waiver, relinquishment or modification of the rights of Wells Fargo under the terms and provisions of the Contract and any applicable state, federal or local law.

12. The Parties further acknowledge and agree that upon approval hereof the terms and provisions of this Stipulation shall be enforceable as a duly entered order of this Court.

THE UNDERSIGNED CONSENT TO THE ENTRY OF THIS ORDER

**THE MOVANT**

Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto

Dated: September 20, 2021

By /s/ Mitchell J. Levine  
Mitchell J. Levine, Esq.  
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**THE DEBTORS**

Dated: September 20, 2021

By /s/ Nicholas F. Ortiz  
(with permission)  
**Nicholas F. Ortiz, Esq.**  
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Dated at Boston, Massachusetts this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
BOSTON DIVISION**

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In Re:	:
RICHARD E. YUNKER	:
JULIA R. YUNKER	:
DEBTORS	:

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CASE NO. 20-10895 JEB  
CHAPTER 13

**CERTIFICATE OF SERVICE**

The undersigned Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto (the "Movant") hereby certifies that on September 20, 2021 in accordance with Rules 7004, 7005, and 9014 F.R.Bankr.P., I have served the following upon all parties entitled to notice (see attached Schedule "A") by first class mail postage prepaid or electronically:

- (1) a copy of the Stipulation relative to Motion for Relief from Automatic Stay,
- (2) a copy of the proposed order.

Dated: September 20, 2021

THE MOVANT  
WELLS FARGO BANK, N.A., D/B/A  
WELLS FARGO AUTO

BY/s/Mitchell J. Levine  
Mitchell J. Levine, Esq.  
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**SCHEDULE A**

Debtor(s)' Attorney:

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Debtor(s):

**Richard E. Yunker**

190 Norfolk Avenue

Swampscott, MA 01907

*(Debtor)*

**Julia R. Yunker**

190 Norfolk Avenue

Swampscott, MA 01907

*(Joint Debtor)*

Trustee:

**Carolyn Bankowski-13-12**

Chapter 13-12 Trustee Boston

P. O. Box 8250

Boston, MA 02114

[13trustee@ch13boston.com](mailto:13trustee@ch13boston.com)

*(Trustee)*

Office of the U.S. Trustee:

**John Fitzgerald**

Office of the US Trustee

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*(Assistant U.S. Trustee)*

Creditor(s):

**Ally Financial, c/o AIS Portfolio Services, LP**

Attn: CEO/President

4515 N Santa Fe Ave. Dept. APS

Oklahoma City, OK 73118

*(Creditor)*

**Bayview Loan Servicing, LLC**

Attn: CEO/President

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*(Creditor)*

**Ally Financial Inc.**

*(Creditor)*

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**Massachusetts Department of Revenue**

*(Creditor)*

**David T. Mazzuchelli, Esq.**

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**Wilmington Savings Fund Society, FSB, as Owner Trustee of the Residential Credit Opportunities Trust V-C**

*(Creditor)*

**Michael J. Murphy, Esq.**

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